Strengthening the NGO Sector

Issuance Date: January 27, 2003 Closing Date: March 24, 2003

Closing Time: 5 p.m. Eastern Standard Time

Subject: Request for Applications (RFA) Number M/OP-03-467 Entitled,

"Strengthening the NGO Sector"

The United States Agency for International Development (USAID) as represented by the Bureau for Democracy, Conflict and Humanitarian Assistance, Office of Private and Voluntary Cooperation (DCHA/PVC) is seeking applications for an Assistance Agreement to support the program entitled "Strengthening The NGO Sector". The authority for the RFA is found in the Foreign Assistance Act of 1961, as amended.

The Recipient will be responsible for ensuring achievement of the program objective to strengthen local indigenous non-governmental organizations, networks and/or intermediate support organizations overseas. DCHA/PVC is working more closely and collaboratively with Missions under this program. Please refer to the Program Description for a complete statement of the objective and anticipated results.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organization, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the grant.

Subject to the availability of funds, USAID intends to provide a limited number of cooperative agreements, approximately 5 up to 10 with an estimated annual funding range from \$250,000 up to \$750,000 over a five-year performance period. USAID reserves the right to fund any or none of the applications submitted.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

- Section I Definitions and Acronyms, Background and Overview of PVC, and Program Summary;
- 2. Section II- Grant Application Instructions;
- 3. Section III- Selection Criteria;
- 4. Section IV Certifications, Assurances, and Other Statements of Applicant/Grantee, Attachments;
- 5. Annexes A-E

For the purposes of this RFA, the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer".

If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter at the place designated below for receipt of applications. Applications and modifications thereof shall be submitted in envelopes with the name and address of the applicant and USAID RFA # M/OP-003-467 inscribed thereon, to:

(By U.S. Mail)

Ronald Reagan International Trade Center (RRB) 1300 Pennsylvania, NW, Room 7.6D

Washington, DC 20523-7600

Email: tkennedy@usaid.gov

Fax: (202) 216-3041

(By All Other Means of Delivery) USAID

Attn: Mr. Thomas Kennedy* (202.712.5379) Ronald Reagan International Trade Center (RRB) 1300 Pennsylvania, NW, 14th Street Entrance Washington, DC 20523-7600

* Please use guest phone at the USAID visitor desk.

In addition, each applicant must send a copy of its application to the respective USAID country mission(s), regional mission(s), or in the case of a USAID non-presence country(ies), to the regional bureau(s) where program activity is expected to be undertaken. Annex D "USAID Mission Addresses" contains names and addresses for missions and contact persons, however, Mission mailing addresses are subject to change. Applicants should verify that applications were received by the mission(s) and USAID/Washington (including applicable Bureaus). The application must be received by the mission(s) no later than March 28, 2003. Applications should include the technical and cost portions of their applications in one volume. Award will be made to that responsible applicant(s) whose application(s) is rated the highest.

Below is an estimate of major events under this procurement.

Application Timeline

March 24, 2003	Applications due to USAID/DCHA/PDM
March 28, 2003	Applications due to respective USAID country
	mission(s), regional mission(s) and/or
	regional bureau(s) if applicable
May/June 2003	Applicants notified
Late May 2003	Oral Discussions conducted if necessary

September 2003	Cooperative Agreements signed	
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Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award. Applications are submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

The preferred method of distribution of USAID procurement information is via the Internet. This RFA and any future amendments can be downloaded from the Agency Web Site at http://www.usaid.gov. Select Business and Procurement from the home page, then "USAID Procurements". On the following screen, select "Download Available USAID Solicitations". Receipt of this RFA through INTERNET must be confirmed by written notification or by email to the contact person noted above (Mr. Thomas Kennedy). It is the responsibility of the recipient of the application document to ensure that it has been received from INTERNET in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes. Acknowledgement of RFA amendments may be enclosed with the application.

In the event of an inconsistency between the documents comprising this RFA, it shall be resolved by the following descending order of precedence:

- (1) Section III Selection Criteria;
- (2) Section II Grant Application Instructions;
- (3) Section I Definitions and Acronyms, Background and Overview of PVC, and Program Summary;
- (4) This Cover Letter.

Any questions concerning this RFA should be submitted in writing to Mr. Thomas Kennedy or via internet at tkennedy@usaid.gov (not case sensitive).

If there are problems in downloading the RFA from the INTERNET, please contact the USAID INTERNET Coordinator on (202) 712-4442. Applicants should retain for their records one copy of all enclosures that accompany their application.

Sincerely,

Judith Gilmore Director DCHA/PVC Ellen R. Wills Agreement Officer M/OP/HRAM/AFP Acting Chief

Sincerely,

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SECTION I - DEFINITIONS AND ACRONYMS, BACKGROUND AND OVERVIEW OF PVC, AND PROGRAM SUMMARY

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DEFINITIONS AND ACRONYMS

The following acronyms and definitions are particular to this Request for Application and should be reviewed thoroughly.

DCHA Bureau for Democracy, Conflict and Humanitarian Assistance

NGO Local-indigenous non-governmental organization

NGO Sector Comprised of ISOs, NGOs and Networks

PVC Office of Private and Voluntary Cooperation

PVO U.S.-based private voluntary organization engaged in international

development.

RFA Request for Application

USAID United States Agency for International Development

ISO Intermediate Support Organizations are value-based agencies whose

primary task is to provide services and resources that strengthen the capacities of NGOs to accomplish their missions. Examples of broad support functions include: 1) strengthening human and organization capacities, 2) mobilizing material resources,

3) providing information and intellectual resources, 4) building alliances for mutual support, and 5) bridging to other sectors.

Network In the broadest terms a network can be defined as a set of

relationships between and among organizations or individuals with common interests, goals and needs. Networks may be single-country

or multi-country focused. Illustrative networks include:

o GNGON/C--Generic NGO Networks or Consortia: These are usually created at the national level and can include indigenous NGOs exclusively or international and local NGOs engaged in development, relief, or refugee assistance. GNGON/C's purpose is to strengthen individual members and enhance their effectiveness, as well as the NGO sector by information sharing and dissemination, coordination of member activities, capacity building, research and, perhaps, fundraising. GNGON/Cs also undertake advocacy on NGO- specific issues and national or sectoral issues related to development. Examples of this type of network are InterAction, the Association of Development Agencies in Bangladesh and the Namibia Non-Governmental Organization Forum.

o NCBO--Networks of Community-Based Organizations: These are sometimes called federations or movements, and are comprised of grassroots groups and associations. NCBOs encourage cooperation and collaboration among member groups, with more direct attention and involvement with development programs and projects than intermediary NGO networks. Examples include the

Federation des ONG Senegalaises (FONGS) and the Organization of Rural Associations for Progress (ORAP) in Zimbabwe.

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- o **SN--Sectoral Networks:** These focus attention on a particular sector and can undertake activities such as information sharing about the sector, capacity building in technical areas, program collaboration and coordination, joint research and training, and development and promotion of standards. SNs can also engage in advocacy and policy dialogue with local or national government officials, bilateral and multilateral donors to promote policy change in the sector. SNs are sometimes created with donor resources and often at the urging of the donor. Examples of SNs are PROCOSI in Bolivia, and the African Forest Action Network in Cameroon.
- o AN--Advocacy Networks: Sometimes called alliances or coalitions, ANs are created to engage with national or local government or international organizations for political, social or economic change. Created by organizations, networks and activist individuals, these alliances are often formed in response to perceived opportunities or threats in the environment related to a particular issue such as women's or children's rights, agrarian reform, or democracy. Examples include the Civil Society Alliance (The Permanent National Forum for the Rights of Children and Adolescents) and the People's Campaign for Agrarian Reform Network.
- o LLN--Lateral Learning Network: These are typically sector-specific and distinguished by non-hierarchical structures and diverse memberships. LLNs tend to be composed of a range of independent organizations that do not necessarily share the same target clientele or development methodologies. They are united by their interest in improving state-of-the-art practice, sharing information, and coordination to enhance the policy and funding environment in that particular sector. The services provided by LLNs include information exchange, technical training, the development of best practice materials, donor marketing and policy coordination. LLNs operate at the international, regional and national levels. They may be informal, functioning largely on voluntary labor and in-kind contributions, or have a more formal structure, including a central secretariat with paid staff, membership requirements and dues. Where donor funding has been involved, as in the case of certain sectoral networks, these efforts have often started out as development projects with budgets, staff and a workplan intended to mobilize NGOs for particular activities, and have evolved into networks with formal structures. Two examples of LLNs are the Small Enterprise Education and Promotion Network (SEEP) and the PVO Child Survival Network, CORE.

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¹ Building Lateral Learning Networks: Lessons from the SEEP Network (http://www.seepnetwork.org/LAT/SEEP_latlrn.html).

A. BACKGROUND AND OVERVIEW OF PVC

Historically, the Office of Private Voluntary Cooperation (PVC) funded cooperative agreement programs to support the development efforts of U.S. Private Voluntary Organizations (PVOs) to strengthen their organizational and technical capacity. PVC also encouraged its PVO partners to build relationships with the local and international business community to ensure the sustainability of PVO activities initiated through PVC support.

Through work with the PVO community, PVC has learned a great deal about capacity building. The key lessons are:

- Organizational Assessments Catalyze Change. PVC has promoted organizational assessment as an effective tool for implementing operational and technical change within PVOs and their local indigenous nongovernmental organization (NGO) partners.
- Technical Standards Increase Performance. By assisting PVOs to deliver state-of-the-art technical interventions, PVC has improved the effectiveness and sustainability of PVO programs.
- Networks Foster Problem Solving and Self-Reliance. PVC's support to networks has helped PVOs identify and address problems hindering program impact as well as to acquire the knowledge and skills to address implementation problems and/or policy issues.
- Decision-Making Based on Data and Analysis. Resources are used most effectively when supported by an actively managed research and development agenda.

The challenges confronting NGOs, networks and Intermediate Support Organizations (ISOs) vary in importance across national and regional boundaries and in the economic, political and social contexts in which they work. PVC groups and summarizes these challenges as follows:

• Organizational, financial and managerial weaknesses
Many local NGOs, networks and ISOs are constrained by financial, managerial
and organizational limitations that restrict their ability to improve or
expand services; for example, U.S. PVOs report that NGO partners, while
strong on program implementation, had the least skills in measuring effects
and impact. This included weaknesses in analyzing and interpreting data,
as well as conducting baseline and follow-up surveys. In addition, high
rates of staff turnover can contribute to organizational instability and a

shortage of middle managers. Non-governmental organizations can also suffer organizational inertia as founders-directors retire or are unwilling to delegate to a second generation of leaders. NGOs, networks and ISOs also have priorities that may differ from "northern" NGOs, networks and ISOs, such as leadership development, resource control and program design that need to be taken into account. NGO empowerment is an important element of this local capacity-strengthening program.

• External dependency

Dependency on external donor funds is a critical issue for many NGOs, networks and ISOs. Not only does this raise difficult questions about financial sustainability; it can also negatively impact legitimacy and

credibility in the eyes of the government and local population. Donor dependency may also threaten ownership as NGOs, networks and ISOs primarily respond to donor reporting requirements and lose touch with communities at the grassroots level. On the other hand, NGOs, networks and ISOs frequently need to improve their ability to manage and account for the use of the funds they receive in order to attract more local and/or private resources.

Narrow focus and fragmentation

Many NGOs, networks and ISOs are characterized by their focus on a narrow set of issues or a particular community. This limited focus can lead to the inefficient use of resources as small organizations provide parallel services without achieving economies of scale and it can also lead to competition and misunderstanding between different organizations. The result is the undermining of the capacity of NGOs, networks and ISOs to influence policies at the local and national level.

• Weak enabling environment

Relations with state agencies are increasingly recognized as a major concern for NGOs, networks and ISOs that seek to scale up impact or sustain programs. However, in many countries governments are suspicious of NGOs, networks and ISOs, regarding them as potential competitors in delivering services or representatives of international donor interests. Weak, arbitrary or hostile legal and regulatory environments can severely limit NGOs, networks and ISOs operations.

Currently, PVC is placing greater emphasis on addressing these challenges by strengthening the capacity of the local-indigenous NGOs and NGO sector, networks and ISOs, as a result of trends that have evolved in the development community, a USAID-wide reorganization, and lessons learned through managing cooperative agreement programs.

NGOs include a wide variety of groups engaged in a broad range of activities. However, those NGOS, networks and ISOs in which USAID is primarily interested share a relatively narrow set of common characteristics. These are:

- Formally or informally organized around shared purposes,
- Not part of the state apparatus,
- Self-governing rather than externally controlled, and
- Voluntary both in the sense of being non-compulsory and in the sense of voluntary involvement in their governance or operations.

NGOs engage in a wide variety of activities, and PVC expects its support for strengthening such organizations to cut across developmental sectors. Because of the voluntary and participatory nature of NGOs, PVC believes that NGOs promote the growth of civil society.

A positive enabling environment encourages NGOs, networks and ISOs to develop ties with community-based organizations, associations, and other groups, including local governments and businesses. Coalition building also promotes networks built of trust and cooperation among members and participants, which in turn enhances problem-solving skills, increases efficiency and improves impact in the long term.

PVC recognizes that advocacy on behalf of under-represented groups is a critical function of some NGOs, networks and ISOs. Advocacy in favor of particular program approaches or public policies may be a necessary component of effective service delivery but not the primary component.

Since NGOs, networks and ISOs are frequently limited in capacity and reach, multi-organization initiatives that mobilize different groups around common concerns can expand the impact at the local and national levels. Networks are an effective means of a) helping PVOs and NGOs identify and address problems hindering program impact and b) acquiring the knowledge or skills needed to address implementation problems and/or policy issues. Indeed, approximately 70 percent of the NGO partners implementing PVC grants are members of local networks.

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While the value of networks as a vehicle for improving the technical and management practices of their membership is recognized, existing local networks are widely acknowledged as fragile and in need of significant management and organizational assistance.

Program scale-up and sustainability, the nature of effective partnerships, and the incorporation of conflict management or mitigation issues into effective NGO community strengthening through service delivery programs are areas that PVC is interested in supporting. Under the new "Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA)" PVC is placing greater emphasis on working in countries that have been selected by USAID as having strategic importance to DCHA and the regional bureaus.

The focus of this Request for Application (RFA) is on strengthening the NGO sector, which is comprised of NGOs, networks and ISOs. In order to achieve impact, selection of appropriate organizations is a critical element of this program. PVC now seeks applicants prepared to adopt lessons learned and apply their successful experiences and best practices to strengthen the NGO sector in select countries.

B. PVO ELIGIBILITY REQUIREMENTS

- 1. Applicants must meet the following eligibility requirements:
 - Must be registered as a PVO with USAID;
 - Receive at least 20% of total annual financial support for its international programs from non-U.S. government sources; and

2. Current Matching Grants recipients are eligible.

C. PROGRAM REQUIREMENTS

- Provide a 30% match for the proposed program; The match may be a combination of cash and in-kind. At a minimum, half of the total required match must be in cash. The Applicant must demonstrate ability to raise the match proposed. Actual and/or expected sources and amounts of the cost-share amount must be stipulated;
- Must be in an eligible country or countries (see Annex C for a list of eligible countries);
- Have an established track record (minimum of five years) in planning, managing, monitoring and evaluating overseas development programs and demonstrated experience in local NGO capacity building.
- Have completed an external evaluation of its NGO capacity strengthening activities within the last three years, not to be confused with a financial audit.
- 2. PVC cannot finance any of the following programs:
 - Academic research-oriented endeavors;
 - Construction or commodity procurement; or
 - Activities not focused on development, such as short-term emergency relief activities. USAID encourages applications for development activities that focus on conflict prevention, mitigation or resolution programs;
 - Consistent with the Establishment Clause.

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D. PROGRAM SUMMARY

PVC plans to support applications that contribute to building civil society through 1) strengthening the NGO sector; 2) promoting State of the Art technical assistance; 3) providing programs that are sustainable and can be replicated in other countries and/or communities; and 4) contributing to lessons learned for the greater NGO community.

To address these challenges NGO strengthening programs will need to:

- Take a comprehensive approach to assessing the issues, factions and organizations that make up the NGO sector in a country;
- Determine what kinds organizations are most critical to strengthen in order to have an impact on the NGO sector;
- Identify the kinds of interventions which are cost-effective and sustainable, and
- Assess conflict vulnerability factors and develop program designs that address these characteristics.

1. The Objective of Strengthening The NGO Sector Program

The objective of this RFA is to enhance the NGO sector's capacity to deliver development services in select countries and improve the strategic, managerial, financial, and advocacy skills of individual NGOs, networks and ISOs.

The following two intermediate results (IRs) are crucial to the achievement of the programmatic objective.

- IR 1: Strengthened operational, technical and financial capabilities of the NGO sector.
- IR 2: Expanded linkages among NGOs and between NGOs and public and private sector institutions.

Applicants can propose a single country, multi-country or regional approach to the problems described below. Country selection was based on DCHA priorities and discussions with regional bureaus (refer to the eligible country list in Annex C). These are countries that are emerging from complex crises, or are countries in which building the capacity of the NGO community to provide services to their constituencies has the potential to substantially improve civil society and to lessen the potential for civil conflict. PVC's experience in building capacity of individual PVOs and networks over the past ten years provides insights into effective interventions and approaches. However, unlike programs that focus on strengthening single NGOs, this program seeks to address the NGO sector more broadly. The organizations that the NGO Strengthening program seeks to improve are service delivery organizations that have constituencies at the local level and the networks and ISOs that strengthen and link these NGOs to a broad array of partners. This more comprehensive view of NGO strengthening includes:

- Assessing NGO constraints and opportunities within the country(ies), region(s) and the sector(s) where the applicant proposes to operate;
- Selecting those organizations that will have the most impact on the local NGO sector; and,
- Identifying the interventions that are cost-effective and sustainable.

2. Strengthening NGOs, networks and/or ISOs

PVC will support activities designed to strengthen the capacity of a variety of NGOs, networks and/or ISOs in effective, sustainable delivery of services to their constituencies. This will include an emphasis on building relationships/linkages among these NGOs, networks and ISOs and with a variety of other local groups, including governments and businesses. The types of relationships with NGOs, networks and/or ISOs may range from subgrants or fee-for-service contractual agreements to broader joint planning, implementing, and monitoring arrangements.

Program needs and designs are expected to vary substantially among communities, countries and regions. The potential range of

interventions is likely to be wide and might cut across sectors. While advocacy or public outreach is expected to play an important role in any configuration of interventions, the primary audience for this program is the NGO sector that provides services at the community level. Organizations whose sole purpose is limited to influence public policy are not PVC's primary beneficiaries.

PVC estimates that both IRs 1 and 2 are necessary in order to achieve the ultimate objective of enhancing the capacity of NGOs, networks and ISOs to deliver development services. While both IRs are considered necessary, PVC recognizes that the circumstances in each country will vary, as will the emphasis placed on each intervention. Thus a more comprehensive situational analysis is critical for choosing the target and intervention mix.

A strong situational analysis, one that is both qualitative and quantitative, is a prelude to the development of effective implementation and application strategies. An examination of the state of the NGO sector in the proposed country(ies) and their relationship/interaction with local governments, businesses and other donors will form the basis for what will be done in the design of the program. An analysis of the magnitude of the problems to be addressed as well as the types and quality of work currently being done by NGOs in the selected technical sector(s) will strengthen the rationale for the program and the quality of applications. In addition, identification of potential and actual conflicts that may affect program implementation is crucial to effective program planning, design and implementation. The situational analysis should also discuss how gender and cultural considerations will be incorporated into the program.

3. Anticipated Results

The donor community has recognized the growing importance of PVOs, NGOs, networks and ISOs as development partners, and increasing amounts of development funds have been channeled to them. However, further progress in this regard requires the emergence of a stronger, more independent and self-reliant NGO sector. This, in turn, means strengthening the capacity of individual NGOs, networks and ISOs and linking them into networks that enhance their problem-solving capacity, aggregate their interests, and magnify their ability to address issues that have a negative effect on their beneficiaries. In addition to linking NGOs, networks and ISOs together, it is also important to link them to local government and the business community to enhance their sustainability and impact.

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By addressing these problems, applications submitted under this NGO sector strengthening program seek to create more vibrant civil societies in select countries. The program anticipates results that will contribute to:

• Strengthened operational, technical and financial capabilities of NGOs, networks and ISOs.

² U.S. Agency for International Development (USAID) <u>USAID 1984 Policy Paper on Local Organizations in Development - Assessment and Revision Recommendations. Literature Review (draft)</u>, (Washington, DC, March 19, 2002).

- Expanded linkages among NGOs, networks and ISOs and between NGOs, networks and ISOs and public and private sector institutions.
- Wider and more effective learning dissemination by development partners of tested innovations, best practices, lessons learned and standards.
- Improved quality of services provided by NGOs, networks and ISOs to their constituencies, as measured by their use of state-of-the-art technical approaches and programmatic results.
- Generation of a wide variety of partnership models that operate effectively under different sets of conditions --- i.e., lead to greater self-sufficiency of the NGOs, networks or ISOs.
- Advocacy for the enactment of key policies and program recommendations that lead to scale and replication, and
- Increased capacity to address or recover from civil conflict.

4. Illustrative Interventions

The following are examples of possible interventions that could be proposed under this RFA and are meant to stimulate further discussion, creativity and thought.

IR 1: Strengthened operational, technical and financial capabilities of the NGO sector.

Illustrative Interventions that emphasize IR1:

- A U.S. organization provides training and/or technical assistance to NGOs, networks and/or ISOs in sound business practices such as data based management, organizational and board development, monitoring and evaluation, and audit readiness.
- A U.S. organization assists, networks and/or ISOs to diversify their funding sources and to generate revenue.
- A U.S. organization creates and/or strengthens one or more Intermediate Support Organizations that provide technical assistance to NGOs, networks and/or ISOs working in specific sectors.

IR 2: Expanded linkages among NGOs and between NGOs and public and private sector institutions.

Illustrative Interventions that emphasize IR 2:

• A U.S. organization provides the framework for linking a multi-sectoral group of NGOs, networks and ISOs into a service delivery network. Capacity-strengthening services are provided to the network to enable it to enhance its members' ability to deliver high-quality, effective services, as well as to play an advocacy role. NGO assists local government with decentralization activities.

- A U.S. organization or network of organizations establish a link with NGOs, networks and ISOs working in the same sector and undertakes activities to assist the NGOs, networks and ISOs to improve technical standards and to advocate for local, regional or national policies to benefit the sector.
- A U.S. organization identifies opportunities for linkages between NGOs, networks and ISOs and local and/or U.S. private businesses, or between NGOs, networks and ISOs and public sector entities, or among all three, and serves as a broker to establish workable and effective partnerships.

5. Substantial Involvement Understandings

DCHA/PVC will be substantially involved during the period of the cooperative agreement. Specifically, the PVC Cognizant Technical Officer (CTO) will provide:

- a. Approval of the Program Monitoring Plan (PMP), submitted to USAID/DCHA/PVC six months after the award's effective date and any subsequent revisions. PVC staff and other technical specialists will review the PMP and meet with the PVO to discuss strengths and weaknesses;
- b. Approval of annual workplans;
- c. Approval of key personnel and any subsequent changes in the positions during the life of the award;
- d. USAID involvement in monitoring progress toward the achievement of program objectives during the Cooperative Agreement, includes written guidelines for contents of annual reports and final evaluations. Monitoring and evaluation may be conducted by the recipient in accordance with the monitoring and evaluation program described in the approved PMP. Periodically, the CTO may notify the recipient that the CTO intends to visit selected sites. Furthermore, the CTO will collaborate with the recipient to arrange an independent mid-term evaluation during the third year of the agreement. A final evaluation will be conducted during the last year of the agreement. The scope of work for these evaluations must be developed with the approval in writing by the CTO. Selection of the evaluation team will be a joint decision of USAID/DCHA/PVC and the recipient. The evaluator(s) will be an external consultant contracted by the recipient and approved by the Project Officer. The CTO is to participate in the pre-evaluation team planning meetings and post evaluation debriefings.
- e. Review of all subawards (Cooperative Agreements, grants, endowments, or contracts)

6. KEY PERSONNEL

The following positions and individuals have been designated as key to the successful completion of the objective of this award. Key personnel include the Headquarters Technical Backstop, Field Program Manager, and Evaluation Team Leaders. In accordance with the Substantial Involvement clause of this

Award, replacement or diversion of these personnel is subject to the Approval of the CTO.

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7. REPORTS

The following reports will be submitted to the USAID Cognizant Technical Officer contingent upon an award of a Cooperative Agreement:

- 1. Annual Progress Reports;
- 2. Annual Workplan;
- 3. Program Monitoring Plan due six months after effective date of award;
- 4. Quarterly financial reports;
- 5. Midterm and Final Program Evaluations; and
- 6. Any additional documents (e.g. assessments, evaluations, manuals etc) produced and disseminated under the Cooperative Agreement in response to this RFA.

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SECTION II - GRANT APPLICATION INSTRUCTIONS

A. GENERAL

PREPARATION GUIDELINES

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section III addresses the technical evaluation procedures for the applications. Applications that are submitted late or are incomplete run the risk of not being considered in the review process.

Technical and Cost Applications shall be submitted in one volume. Include the original unbound application, three bound copies, and the 3-1/2 inch diskette.

The application should be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover letter to this RFA, and to the location indicated on page 2 of the same letter.

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section III.

In addition to the aforementioned guidelines, the applicant is requested to take note of the following:

Unnecessarily Elaborate Applications - Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as non-compliance with the application guidelines. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

Acknowledgement of Amendments to the RFA - The applicant shall acknowledge any amendments to this RFA in the application.

Receipt of Applications - Applications must be received at the place designated and by the date and time specified in the cover letter of this RFA.

Submission of Applications:

- 1. Applications and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Cover Letter of this RFA, and (2) showing the time specified for receipt, the RFA number, and the name and address of the applicant.
- 2. Faxed applications will not be considered; however, applications may be modified by written or faxed notice, if that notice is received by the time specified for receipt of applications.
- 3. A 3-1/2" diskette, formatted in Word97, 10 pitch font with a copy of the program description that was detailed in the application along with the original unbound and three bound copies.
- 4. PVC will consider only one application per PVO during this RFA cycle.

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Preparation of Applications:

- 1. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the applicant's risk.
- 2. Each applicant shall furnish the information required by this RFA. The applicant shall sign the application and print or type its name on the Cover Page of the technical and cost application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- 3. Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:
 - (a) Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If, however, a grant is awarded to this applicant as a result of - or in connection with - the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting grant. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

Explanation to Prospective Applicants - Any prospective applicant desiring an explanation or interpretation of this RFA must request it in writing within three weeks of receipt of the application to allow a reply to reach all prospective applicants before the submission of their applications. Oral explanations or instructions given before award of a Grant will not be binding. Any information given to a prospective applicant concerning this RFA will be furnished promptly to all other prospective applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective applicants.

Applicants should retain one copy of their application for their records. USAID will consider applications that conform to the format prescribed below.

B. TECHNICAL APPLICATION GUIDELINES

A complete application must address each of the six parts listed below. USAID encourages applicants to submit innovative program descriptions that demonstrate the merits of the proposed approach to achieve results in local NGO capacity building.

Numbers 3 through 5 below must not exceed a total of thirty (30) pages otherwise, excess pages may not be considered. Annexes submitted in response to this request for application must not exceed a total of twenty (20) pages excluding the Cost Application, which has no page limitations. Likewise, Attachments and annexes not requested will be removed from the applications prior to the technical evaluation panel's review.

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- (1) Cover Page Application Summary Format Page, Annex A
- (2) Executive Summary

Concise summary of the program description, and targeted measurable/quantifiable results including identification of resources and indicators. Include a synopsis of general approach and methodologies and roles of contributing organizations, if applicable.

(3) Program Description

Must reflect a situational analysis and technical approach that will contribute to the NGO sector's capacity to deliver development services in select countries. Applications must demonstrate their capacity to build the NGO sector through:

- a. Strengthening strategic, managerial, financial, and/or advocacy skills;
- b. Using state-of-the-art technical assistance;
- c. Providing models that are sustainable and can be replicated;

- d. Activities must be in an eligible country or countries (see Annex C "Eligible Country List" and must reflect mission(s) assurances that the proposed program has been discussed with the respective USAID country mission(s) or regional mission(s) see Annex D "USAID Mission Addresses" and Annex E, "Cover Sheet for Submitting Application to Mission";
- e. Sharing lessons learned with the greater PVO/NGO community;
- f. Incorporating gender and cultural considerations; and,
- g. Increased ability to mitigate or recover from civil conflict;
- h. Demonstration of program impact via midterm and final evaluations.

Furthermore, the Program Description should address the situational analysis and the technical approach described below.

Situational Analysis: Provide sufficient data, both qualitative and quantitative, that identifies, validates and prioritizes problem situations affecting NGOs, networks and ISOs or specific segments of the community. Possible conflict situations are aptly addressed.

Technical Approach: The interventions proposed are effective and have a high probability of: 1) achieving the proposed program objectives, and 2) supporting mission/bureau strategic and/or programmatic priorities.

The following important elements must be reflected within the Program Description:

- a. Presentation of compelling rationales for i) why the NGOs, networks and/or ISOs were selected, ii) what specific capacities will be built and how, and iii) how the proposed program affects the greater NGO sector;
- b. Identification and discussion of specific results-oriented program objectives, interventions, and activities that contribute to achieving the intermediate results of this RFA;
- c. Discussion with respective USAID Mission(s)/Bureaus is documented;
- d. Selection and approach to building the capacity of NGOs, networks and/or ISOs and measures its effectiveness over time in a methodologically sound manner;
- e. Discussion of the technical and organizational development objectives the project seeks to achieve; the key activities needed to achieve these objectives; and the indicators for each objective; and
- f. Identification of significant elements of the proposed program and demonstrates how these elements will continue after the cooperative agreement ends.

(4) Program Management Approach

- a. The approach should include the following: a) the management plan for the proposed program, b) the roles, responsibilities and qualifications of staff, and c) the systems for managing the proposed program. Include relevant information regarding the financial, technical and capacity building activities to be completed by NGOs, network and ISOs.
- b. Elements that should be included are:
 - A management plan that provides a clear understanding of how the program will be managed and by whom, particularly in regard to the relationships between the applicant and the entities in the NGO sector who will work with the applicant to implement the program.

- 2) Identify, describe, and include level of effort for up to five key personnel (include resumes in Attachments).
- 3) A work plan with milestones and benchmarks identified, see Annex F "Sample Work Plan".
- 4) A performance and financial monitoring/measurement and evaluation plan.
- 5) A Planning Matrix with information that explains how a particular set of activities will achieve a specific objective, and how results will be measured. Include technical and capacity-building objectives, indicators, estimated baselines and targets. Provide a matrix for the overall program and one for each site. For an example of a planning matrix, see Annex B.
- 6) A risk management plan that identifies and addresses both potential political and natural disaster events, if applicable, that may adversely affect the proposed program;
- 7) An outreach plan that includes a methodology to use "lessons learned", best practices and improve program performance to strengthen the NGO sector.

(5) Institutional Capability

- a. Applications must reflect Organizational Qualifications:
 - 1) External Program Evaluation(s) of its related program
 activities within the last three years (not financial);
 - 2) Demonstrate Program impact via mid and final evaluations;
 - 3) Prior Experience must reflect established minimum five-year record in planning, managing, monitoring and evaluating overseas development programs and demonstrated experience in local NGO capacity building.

b. Past Performance

- 1) The Applicant must provide evidence relating to prior experience in implementing similar NGO Sector strengthening activities and the achievement of intended results;
- 2) Identifies and discusses the application of major results, lessons learned, and issues from past evaluations to demonstrate how results will be obtained in the proposed program resulting from the Strengthening the NGO Sector RFA.
- (6) Cost Application (no page limit)
 - 1) SF 424 & 424A
 - 2) Detailed budget and budget narrative
 - 3) Certifications and Representations
 - 4) Cost Share letters of commitment

Required Attachments that count against the 20 page limit:

- Organigram with names and positions of program-relevant staff or indicate "to be recruited" where applicable;
- Brief resumes (no longer than 2 pages each) of key and/or relevant staff and position descriptions of staff that will be "to be recruited".

Required Attachments that do not count against the 20 page limit:

- Self Certification form;
- Certification Regarding Terrorist Funding;
- Certifications/Representations;
- Certificate of Compliance Letter;
- List of current and previous USAID funded programs, the funding levels and brief description of the relevant activities.
- Past Performance References a listing of awarding organizations within the last three years for relevant work. Provide the following:
 - i. Name of awarding organization;
 - ii. Organization's address;
 - iii. Organization's point of contact's name, phone number and email
 address;
 - iv. Type of award i.e. Cooperative Agreement, Grant, contract
 - v. Award period of performance;
 - vi. Brief description of program work;
 - vii. Results;
 - viii. Estimated dollar value of award.

Applications should be specific, complete and presented concisely in the format shown above. While applicants are expected to follow this RFA's format and instructions, particular attention should be aware of the Selection Criteria in the solicitation.

C. COST APPLICATION FORMAT

The Cost or Business Application is to be submitted in the same volume as the technical application. This section shall include budget information for the proposal as well as other documentation needed to support a determination of responsibility.

- 1. Include a budget with an accompanying budget narrative that provides in detail, the total costs for implementation of the program your organization proposes. The budget must be submitted using Standard Form 424 and 424A which can be downloaded from the USAID web site, http://www.usaid.gov/procurement_bus_opp/procurement/forms/sf424/;
- 2. The budget narrative must provide the basis for cost estimates among the

four major budget categories 1) Program 2) Procurement 3) Training and 4) Indirect Costs.

Note: The Agreement Officer may request additional detailed budget information, particularly for responsibility determination, following notification to an applicant that it is under consideration for award. If necessary, the Agreement Officer may conduct discussions to verify cost data, evaluate specific elements of costs and examine data to determine the necessity, reasonableness and allocability of the costs reflected in the budget and their allowability pursuant to the applicable cost principles. The Agreement Officer may require other information to determine responsibility and cost efficiency.

- 3. Each of the four line item totals must include costs taken from the Object Class Category line item letter(s) from Section B "Budget Categories" on the SF 424 form and, must be presented as follows:
- a. Program (Total dollar amount taken from lines a+b+c+h of SF 424); (any subawards must be shown separately)
- b. Procurement (Total dollar amount taken from lines d+e+f of the SF 424)
 - c. Training (Total dollar amount taken from line h of SF 424);
 - d. Indirect Costs (Total dollar amount taken from line j of SF 424).
- your procurement plan for commodities (note that contraceptives and other health commodities will not be provided under this Cooperative Agreement).
 - 4. A current Negotiated Indirect Cost Rate Agreement;
 - 5. Required certifications and representations (as attached):
- 6. Cost share of 30% of which at least half of the match must be cash and the remaining half can be in kind contributions. Applicants must demonstrate ability to provide the proposed match via letters of commitment; provide financial and in-kind contributions of all non-USAID or private commercial organizations involved in implementing this Cooperative Agreement; and specify the cost share amount as a total dollar amount and per each donor.
- 7. Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency shall also submit the following information:
- (a) copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID;
 - (b) projected budget, cash flow and organizational chart;

Grant Award:

1. The Government may award one or more Grants resulting from this RFA to the responsible applicant(s) whose application(s) conform to this RFA. The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, and (c) waive informalities and minor irregularities in applications received.

- 2. The Government may award one or more Grant(s) on the basis of initial applications received, without discussions. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint.
- 3. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting Cooperative Agreement(s).

Authority to Obligate the Government - The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Grant may be incurred before receipt of either a fully executed Grant or a specific, written authorization from the Grant Officer.

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

SECTION III - SELECTION CRITERIA

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated. To facilitate the review of applications, applicants should organize the narrative sections of their applications in the same order as the selection criteria.

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below and discussions may be conducted with those applicants whose technical applications are determined to be within the competitive range.

Mission comments on the Program Description, Program Management Approach and Institutional Capabilities will be solicited and taken under consideration by the Technical Evaluation Committee.

A. Technical Review Process:

The Technical Evaluation Committee will evaluate the relative strengths/ weaknesses of each evaluation criterion listed below and the application(s) rated the highest will be recommended for award(s).

Program Description (45 points)

- 1. Situational analysis accurately identifies, justifies and prioritizes which NGO sector(s) will be addressed in the proposed program. Provides compelling rationale for innovative technical approach and measurable effectiveness of proposed interventions. Clear and relevant empirical evidence and discussions that proposed interventions will result in achievement of overall proposed programmatic objectives in select countries. Demonstrates program impact by the end of year three.
- 2. Program Management Approach (30 points)

Demonstrated effectiveness in organization/management of similar program activities to that of the proposed program activities. Effective and logical relationships have been shown between applicant and all subawardees. Staffing plan and proposed key personnel are appropriate for proposed activities. Integrity and soundness of innovative monitoring and evaluation plan as it relates to quantifiable measurement of progress and results under proposed program activities, including any the activities of any subaward(s).

3. Institutional Capabilities (15)

Demonstrates prior experience and results in managing similar and relevant program activities in planning, managing, monitoring and evaluating overseas development programs in the area of NGO capacity building.

Evidence of past achievement of successful results in NGO capacity strengthening and clear demonstration that proposed program reflects incorporation of lessons learned.

4. Cost/Business Application (10 points)

The SF 424 shows detailed budget and budget narrative itemizes program costs, shows level of effort, and proposed costs are reasonable and realistic in terms of programmatic activities.

Selection

The highest rated responsible applicant(s) will be recommended to receive award(s).

SECTION IV

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF RECIPIENT [1][2]

PART I - CERTIFICATIONS AND ASSURANCES

- 1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
- (a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:
- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
- (3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
- (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
- (5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
- (b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.
 - 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
 - (a) Instructions for Certification
- (1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.
- (2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace
 - (3) For recipients other than individuals, Alternate I applies.
 - (4) For recipients who are individuals, Alternate II applies.
 - (b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

- (1) The recipient certifies that it will provide a drug-free workplace by:
- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing a drug-free awareness program to inform employees about-- $\,$
 - 1. The dangers of drug abuse in the workplace;

- 2. The recipient's policy of maintaining a drug-free workplace;
- 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b)(1)(A);
- (D) Notifying the employee in the statement required by paragraph (b)(1)(A) that, as a condition of employment under the grant, the employee will--
 - 1. Abide by the terms of the statement; and
- 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (E) Notifying the agency within ten days after receiving notice under subparagraph (b)(1)(D)1, from an employee or otherwise receiving actual notice of such conviction;
- (F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b)(1)(D)2., with respect to any employee who is so convicted--
- 1. Taking appropriate personnel action against such an employee, up to and including termination; or
- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).
- (2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place	of	Performance	(Street	address,	city,	county,	state,	zip	code)

Alternate II

The recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

- 3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS [3]
 - (a) Instructions for Certification
- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. [4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions
- (1) The prospective primary participant certifies to the best of its knowledge and belief, the it and its principals:
- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;

- (D) Have not within a three-year period proceeding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this [Agreement/Contract], to demand a refund or take other appropriate measures if the [Grantee/ Contractor] is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certification are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

The recipient has reviewed and is familiar with the proposed grant format and

the applicable regulations, and takes continuation page as necessary):	exception	to the	following	(use	a
					_
Solicitation No					
Application/Proposal No					
Date of Application/Proposal					
Name of Recipient					
Typed Name and Title					
Signature		Da	ate		

[1] FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement".

[3] The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART II - OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

_

2. TAXPAYER IDENTIFICATION NUMBER (TIN)

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN:						

- 3. CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
- (a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.
- (b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:
 - (1) Recipient's name.
 - (2) Recipient's address.
 - (3) Recipient's telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the organization was started.
 - (7) Number of people employed by the recipient.
 - (8) Company affiliation.

(c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office
from the Internet Home Page at
http://www.dbisna.com/dbis/customer/custlist.htm. If an offeror is unable to
locate a local service center, it may send an e-mail to Dun and Bradstreet at
globalinfo@dbisma.com.
The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.
DUNS:
4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC:	

5. PROCUREMENT INFORMATION

- (a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.
- (b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$			

(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION(Generic)

QUANTITY

ESTIMATED UNIT COST

(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shippedto the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION QUANTITY ESTIMATED GOODS PROBABLE GOODS

PROBABLE

(Generic) UNIT COST COMPONENTS SOURCE COMPONENTS

ORIGIN

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION QUANTITY ESTIMATED PROBABLE PROBABLE INTENDED USE (Generic) UNIT COST SOURCE ORIGIN

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION QUANTITY ESTIMATED PROBABLE SLUPPIER NATIONALITY
RATIONALE
(Generic) UNIT COST (Non-US Only) for
NON-US

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION(Generic) QUANTITY ESTIMATED UNIT COST PROPOSED DISPOSITION

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the ten most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

- (a) If the recipient is a U.S. entity, it operates as [] a corporation incorporated under the laws of the State of, [] an individual, [] a partnership, [] a nongovernmental nonprofit organization, [] a state or loc al governmental organization, [] a private college or university, [] a public college or university, [] an international organization, or [] a joint venture; or
- (b) If the recipient is a non-U.S. entity, it operates as [] a
 corporation organized under the laws of ______
 (country), [] an individual, [] a partnership, [] a nongovernmental
 nonprofit organization, [] a nongovernmental educational institution, [] a
 governmental organization, [] an international organization, or [] a joint
 venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non- color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

- (a) Instructions for Certification
- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," ineligible, "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. 1/ You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier covered Transaction," 2/ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

- 7. cont A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No	
Application/Proposal No.	
Date of Application/Proposal	
Name of Applicant/Subgrantee	
Typed Name and Title	
Signature	

- 1/ See ADS Chapter 303, 22 CFR 208.
- 2/ For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the

USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

- 1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
- 2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- 3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature:								
Date:								
Name:								
Title/Position:								
Organization:								
Address:								
								
Date of Birth:								

NOTICE:

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
- 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

PARTICIPANT CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

- 1. I hereby certify that within the last ten years:
- a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
- b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
- c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
- 2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature:
Name:
Date:
Address:
Date of Birth:

NOTICE:

- 1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
- 2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and

Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

CERTIFICATION REGARDING TERRORIST FINANCING

As a condition of entering into the referenced agreement, [name of organization] hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001)(8 U.S.C. §1182). [Name of organization] further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a)(3)(B)(iv)).

For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term."

Print Name and Title	Date
Signature	-

MANDATORY STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS

- 1. Applicability of 22 CFR 226
- 2. Ineligible Countries
- 3. Nondiscrimination
- 4. Investment Promotion
- 5. Nonliability

- 6. Amendment
- 7. Notices
- 8. Subagreements
- 9. OMB Approval Under Paperwork Reduction Act
- 10. USAID Eligibility Rules for Goods and Services

1. APPLICABILITY OF 22 CFR PART 226 (April 1998)

- (a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.
- (b) For any subawards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

4. INVESTMENT PROMOTION (January 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

This provision must be included in all subagreements.

5. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

6. AMENDMENT (NOVEMBER 1985)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

7. NOTICES (NOVEMBER 1985)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award or to such other address designated within the award

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

8. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

9. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (April 1998)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

Standard Provision	Burden Estimate
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates -	1
(Predetermined and Provisional)	
Voluntary Population Planning	.5
Protection of the Individual as a	1
Research Subject	
22 CFR 226	Burden Estimate
22 CFR 226.4049 Procurement	1
of Goods and Services	1
22 CFR 226.3036	1.5
Property Standards	1.5
Property Standards	

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

10. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

(a) Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

- (1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
- (2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.
- (3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of US source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

(b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the

- (b) cont Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.
- (1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:
- (i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:
 - (A) The United States (USAID Geographic Code 000),
 - (B) The Cooperating Country,
 - (C) USAID Geographic Code 941, and
 - (D) USAID Geographic Code 935.
- (ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:
- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- $\mbox{(C)}$ Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.
- (2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

- (c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:
 - (1) The United States (USAID Geographic Code 000),
 - (2) The Cooperating Country,
 - (3) "Selected Free World" countries (USAID Geographic Code 941), and
 - (4) "Special Free World" countries (USAID Geographic Code 899).
- (d) If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

(END OF STANDARD PROVISION)

Mandatory Standard Provisions for U.S., Nongovernmental Recipients When Activities Are Undertaken Outside the U.S.

11.	Regulations Governing Employees	14.	International Air Travel
12.	Conversion of US dollars to		and Transportation
	Local Currency	15.	Ocean Shipment of Goods

13. Use of Pouch Facilities 16. Local Procurement

11. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- (a) The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- (c) Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.
- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

- (g) If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.
- 12. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

- 13. USE OF POUCH FACILITIES (AUGUST 1992)
- (a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:
- (1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.
- (2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).
- (3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.
- (4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")
City Name of post (USAID/____)
Agency for International Development
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

- (6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.
- (b) The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.
- (c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

14. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

(a) PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

- (1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
- (2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and
- (3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

(b) NOTIFICATION

- (1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
- $\,$ (i) the primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

- (2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:
- (i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.
- (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
- (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
- (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.
- (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

(c) SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

(d) USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(e) THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

(f) COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

(q) SUBAWARDS.

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

(END OF STANDARD PROVISION)

15. OCEAN SHIPMENT OF GOODS (JUNE 1999)

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

- (a) At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-

availability from the USAID Transportation Division, Office of Procurement, Washington, $\$

- (4) cont. D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- (5) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:
- U.S. Department of Transportation, Maritime Administration, Division of National Cargo, $400~7^{\rm th}$ Street, S.W., Washington, DC 20590, and
- U.S. Agency for International Development, Office of Procurement, Transportation Division 1300 Pennsylvania Avenue, N.W. Washington, DC 20523-7900
- (6) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).
- (7) Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.
- (8) LOCAL PROCUREMENT (April 1998)
- (9) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- (10) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
- (11) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
- (12) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
- (13) Professional Services Contracts estimated not to exceed \$250,000.
- (14) Construction Services Contracts estimated not to exceed \$5,000,000.

- (15) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
- (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
- (ii) Communications telephone, telex, fax, postal and courier services;
 - (iii) Rental costs for housing and office space;
- $% \left(iv\right) \left(iv\right) \right)$ Petroleum, oils and lubricants for operating vehicles and equipment;
- $\mbox{\ensuremath{(v)}}$ Newspapers, periodicals and books published in the cooperating country;
- (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
- (c) The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- (d) This provision will be included in all subagreements where local procurement of goods or services is a supported element.

(END OF STANDARD PROVISION)

MANDATORY STANDARD PROVISIONS FOR NON-U.S., NONGOVERNMENTAL RECIPIENTS

- 1. Allowable Costs
- 2. Accounting, Audit, & Records
- 3. Refunds
- 4. Revision of Award Budget
- 5. Termination and Suspension
- 6. Disputes
- 7. Ineligible Countries

- 8. Debarment, Suspension, and Other Responsibility Matters
- 9. Investment Promotion
- 10. Nonliability
- 11. Amendment
- 12. Notices
- 13. Metric System of Measurement

1. ALLOWABLE COSTS (OCTOBER 1998)

- (a) The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.
- (1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
- (2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.
- (3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.
- (b) Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.
- (c) It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

^{*}NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

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2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)

- (a) The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.
- (b) Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.
- (c) Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.
- (d) USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.
- (e) Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.
- (f) The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision,

USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

(g) This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

- (a) Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:
- (1) the recipient receives less than \$120,000 in U.S. Government awards per year;
- (2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or
- (3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.
- (b) Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.
- (c) At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:
- (1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or
- $\mbox{(2)}$ USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

(d) USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

- (a) The approved award budget is the financial expression of the recipient's program as approved during the award process.
- (b) The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:
- (1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.
- (2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.
 - (3) Additional funding is needed.
- (4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
- (5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.
- (6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
- (7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.
- (c) If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.
- (d) USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

5. TERMINATION AND SUSPENSION (OCTOBER 1998)

(a) The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

- (b) This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.
- (c) This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.
- (d) If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.
- (e) Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

6. DISPUTES (OCTOBER 1998)

- (a) Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.
- (b) Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.
- (c) In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
- (d) A decision under this provision by the Assistance Executive shall be final.

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

- 8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MARCH 1989).
- (1) The recipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (MARCH 1989)

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

9. INVESTMENT PROMOTION (JANUARY 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

This provision must be included in all subagreements.

10. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

11. AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

12. NOTICES (OCTOBER 1998)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person or mailed as follows:

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

Notices shall be effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

(END OF MANDATORY STANDARD PROVISIONS)

ANNEX A Technical Application Summary Format

FY 2003 Program Development and Management Division Application Summary

1. 2. 3. 4. 5. 6. 7. 8.	Contact Person: Address: Telephone: Email Address: Program Period: 5 years Proposed Start Date: Proposed End Date:								-
9.	Principal authors	of this Doc	ument:						=
10.	Requested First Y	ear vs. Life	of Pr	ogram	(LOP) Fu	ndin	g Distribu	tion:	
		USAID \$ Req	uest		Pro	ogran	Match		
					In-Kind		\$\$		
FY 20									
Life	of Project (LOP):								
11.	Requested Life of			ding I					
Locat	ion	USAID \$ Req	uest		Prograi	m Mat		TOTAL \$	}
	(7 ! .) .			In	-Kind		\$\$		
Count	ry (list):								
Total	(Direct Costs):								
	ect Costs:								
Life	of Project (LOP):								
12.	Annual Expense Di	stribution b	y Coun	try (i	in thousa	ınds	of dollars):	
Locat	ion	Year 1	Year	2	Year 3	3	Year 4	Year	5
		(\$)		(\$)	(\$)	(\$)		(\$)
Count	ry (list):								
mat - 1	Deceder West								
rotal	Project Year:								

The Sum of all Total Program Year(s) should equal TOTAL \$ for Life of Program (LOP) in Table

Annex B

Planning Matrix illustrations

The planning matrix summarizes the Local NGO Strengthening program's main results oriented objectives, indicators and activities with corresponding baseline data and targets. Annex A, Table 1, illustrates the format recommended by PVC. Tables 2 and 3 provide examples. However, the PVO and partners may modify this matrix if necessary. For example, the matrix maybe modified to tailor it to a specific program design, or to make it easier to understand. The matrix information should be linked coherently to explain how the program's activities achieve specific objectives.

A completed Planning Matrix should include a table for each country. Each table should contain:

- ☐ A statement of the proposed program goal.
- Primary results category or categories addressed by each objective.
- Statements of the main results oriented objectives that reflect one or more of the program's results categories.
- ☐ Key indicators that will measure the outcomes of each objective. Baseline data and targets should be provided for each indicator in the planning matrix.
- Summarize data sources, method of data collection and frequency of collection.
- The sequence of main activities that combine to achieve each objective.

PLANNING MATRIX ELEMENTS

1. Goal:

A goal defines the long-term aim of the program. While goal attainment may not be possible or verifiable within the life span of the program, the achievement of the program's more specific objectives should contribute toward goal realization.

2. Objective:

An objective precisely states a measurable result that will contribute to program goal attainment. An objective describes a planned change at the level of the individual, community or organization that is targeted by the program. Programs usually have an array of objectives that can be ordered according to the type of effects/impacts described. Lower-level objectives describe outputs, such as, the number of trainees, workshops, publications, or families receiving food aid. Lower-level objective consist mainly of simple counts that are useful for program management purposes, but provide little or no information about the extent and quality of changes made by the program. In contrast, intermediate objectives describe outcomes or targeted changes in the condition of program beneficiaries, while higher level objectives describe results or the desired longer-term impact of the program.

The planning matrix should include as main objectives, only a limited number of intermediate or higher-level objectives that will give PVC a clear idea of major outcomes and results achieved (or not achieved).

3. Indicators:

An indicator is a precise measure of change that has taken place in a person, group, product or service. Indicators provide evidence of whether program targets have been met and stated objectives are achieved or not achieved. Good indicators are direct, valid, reliable, objective, unidimensional, adequate, and practical. It is important to make sure that an indicator measures change caused by the proposed program and reflects progress made toward achieving program objective(s).

The usefulness of an indicator can be enhanced by breaking down or disaggregating data by relevant groups, for example, by gender, age or income group. Indicators are usually clearly quantifiable. Lower-level indicators may take the form of milestones (signifiers of progress such as "Manual completed," or "Website established."). However, the planning matrix should include select indicators that measure intermediate and higher level objectives. The Planning Matrix should also state the baseline data and targets for each indicator.

(See "Performance Monitoring and Evaluation TIPS 1-15 at http://www.dec.org/evals.html)

5. Methods:

Measurement and data management methods describe data sources, frequency of data collection, participation in monitoring and evaluation by stakeholders and participants and tools/procedures for storing and reporting data.

6. Activities:

Activities include all planned operations, tasks and actions that will contribute practically to achieving objectives. Activities should be timely, appropriate, practical, cost effective and efficiently coordinated. The matrix should summarize the main activities for each objective.

Objectives	Indicators	Measurement and Data	Acti
		Management Methods	
State the specific goal-	Describe measures for		
oriented outcomes or	assessing progress toward	State data sources,	Outl
results your proposed	achieving each stated	frequency of data	set
program expects to	objective.	collection, data	task
achieve over its life	(See "Performance	collection methods, and	planı
cycle.	Monitoring and Evaluation	procedures for	each
	TIPS 1-15 at	documenting and using	
	http://www.dec.org/evals.	findings.	
	html)		

ANNEX B cont. Page 67

Planning Matrix Example A

Goal: Build sustainable, self-governing micro-finance institutions (MFIs)							
Objectives	Indicator	Measurement and Data Management Methods					
Increased operational and financial capacity of MFI partners	 % MFIs that establish functioning board of directors <pre>Baseline: 10%, Mid- term=25%; EOP=80%</pre> % MFIs that develop & implement business plans <pre>Baseline: 15%, Mid- term=35%; EOP=85% </pre> % MFIs that increase by 10% over the previous year, loan capital raised through fundraising events, corporate investments, grants or contracts <pre>Baseline=15%; Mid- term=25% EOP=40%</pre> <pre>% MFIs that have achieved financial self-sufficiency.</pre> <pre>Baseline: 5%; Mid-term: 15% EOP=25%</pre> Where 100% = 40 MFI members of the Federation of Microfinance Institutions (FMFI) 	 * Conduct with FMFI staff and MFI staff, baseline, mid-term and EOP organizational assessments that using participatory methods combined with newly developed measurement tools, and circulate report with recommendations among MFIs Use MFI quarterly statistics and performance reports as data sources Develop program MIS using a database to store MFI indicator data Analyze key indicator data trends quarterly and report trends in newsletter 	• W s s c a a c a b C F M C C C F M C C C F M C C C C				

ANNEX B cont. Page 68 Planning Matrix Example B Goal: Institutionalize Envir

Goal: Institutionalize Envi	ironm	Local Agricultural NG	:0s
Objectives		_easurement and Data	
		Management Methods	
Increased support for carrying out environmental assessments (EA) and implementing recommendations	• (number) of NGO projects that have completed environmental	EAs will be carried out by trained NGO and partner senior extension agents in	• Ro
recommendations	assessments using "Best practice methods."* Baseline: 8% (3); Mid-	collaboration with Agriculture Department of local colleges.	t: d: p: b:
	<pre>term: 20% (15); EOP: 40% (30) * Best practice methods = Implementing at least 8 of the 10 EA steps in the manual as rated by</pre>	External Committee members will rate EAs conducted by each project and assess implementation status annually. The Project	e Pi
	 * of NGO projects that are implementing at least 50% of the EA 	Manager will submit these reports to the CDO. • NGO Project Managers	ti s: s: s:
	recommendations** Baseline: 1% (1); Mid- term: 16% (12); EOP: 36% (27) ** Annual rating by external committee of environmental specialists	will report on EA completion; summarize SOW, findings, conclusions and recommendations; status of implementing recommendations in the Project's annual	Bi by mo Cl Ma Si EL
	Where 100% = 75 NGO projects. An NGO project describes an agricultural	report. Natural Resources Manager	Train extento co
	extension program	will aggregate and	impl
	operating in contiguous territory that is funded at least 50% by NGO.	present data in the NGO Annual Performance Report.	reco

ANNEX B cont. Page 69

Sample Organizational Development Areas

not be widely shared by other members of the group. Portfolio Expansion -- Successful organizations grow by expanding the scale and scope of their operations, when appropriate. Scale-up take place for example, when successful programs are replicated with appropriate adjustments in different areas of a country or in different countries. As organizations challenges of emerging problems such as, HIV/AIDS, globalization or conflict. Use and Management of Technical Knowledge and Skills--this capacity area

ANNEX C Page 71 ELIGIBLE COUNTRY LIST

Africa Asia and Near East Latin America/ Caribbean Dominican Republic Angola Cambodia ** Burundi East Timor Guatemala Democratic Republic * * *** Haiti/Dominican Laos of the Congo Republic Border Malawi Mongolia Honduras Mozambique Nepal Jamaica Sudan Sri Lanka Nicaragua ** Western Africa Vietnam Regional Program (WARP)

*NOTE: This list of eligible countries is subject to change without prior notice.

Yemen

**

Zambia

- ** There is currently no USAID Mission. Contacts for non-presence countries are shown in Annex D.
- *** Programs intended for Haiti must be related to the Dominican Republic border.

ANNEX D USAID MISSION ADDRESSES (LISTED ALPHABETICALLY BY COUNTRY) Page 72

PVOs are advised to verify commercial courier addresses and contact person directly with Missions. PVOs are also strongly encouraged to verify that submissions have been received by all Missions for all countries proposed.

ROBERT HELLYER DIRECTOR USAID/ANGOLA 64 RUA DA LIGA AFRICANA LUANDA, ANGOLA	GLENN ANDERS DIRECTOR USAID 1 CALLE 7-66, ZONA 9 01009 GUATEMALA GUATEMALA, C.A.	AYANNA TOURE, PPD USAID/MALAWI NICO HOUSE, 1ST FLOOR LILONGWE 3, MALAWI
BURUNDI FLYNN FULLER NON-PRESENCE COUNTRY DIRECTOR REDSO/EA P.O. BOX 30 KASARANI ROAD NAIROBI, KENYA	DAVID ADAMS DIRECTOR #17 HARRY TRUMAN BLVD. PORT-AU-PRINCE, HAITI	JONATHAN ADDLETON DIRECTOR USAID/ULAN BATOR PSC 461 FPO,AP 96521-0002 MONGOLIA
LISA CHILDS DIRECTOR USAID/CAMBODIA NO. 18 MONGKUL EAM ST. #228 PHNOM, PENH, CAMBODIA	PAUL TUEBNER DIRECTOR USAID AVENIDA LA PAZ FRENTE EMBAJADA AMERICAN TEGUCIGALPA DC, HONDURAS	JAY L. KNOTT DIRECTOR USAID/MOZAMBIQUE PROGRAM & ACTIVITY DEVELOPMENT OFFICE 107 RUE FARIA DE SOUSA MAPUTO, REPUBLIC OF MOZAMBIQUE
ANTHONY GAMBINO DIRECTOR 198 ISIRO AVE KINSHASA/GOMBE DEMOCRATIC REPUBLIC OF CONGO (ZAIRE)	MOSINA JORDAN DIRECTOR USAID/KINGSTON 2 HAINING ROAD KINGSTON 5, JAMAICA	JOE WILLIAMS PROGRAM OFFICER USAID/NEPAL RABI BHAWAN, KALMATI P.O. BOX 5653 KATHMANDU, NEPAL
ELENA BRINEMAN DIRECTOR AMERICAN EMBASSY USAID/SANTO DOMINGO LEOPOLDO NAVARRO 12 SANTO DOMINGO DOMINICAN REPUBLIC	LAOS PETER LAPERA USAID/WASHINGTON 1300 PENN. AVE., NE ROOM 4.10-007 WASHINGTON, DC 20523	JAMES E. VERMILLION DIRECTOR USAID/NICARAGUA C/O AMERICAN EMBASSY MANAGUA, NICARAGUA

ANNEX D cont. Page 73

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DIRECTOR
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356 GALLE ROAD
COLOMBO 3,
SRI LANKA

ALLAN E. REED DIRECTOR USAID MISSION 351 INDEPENDENCE AVENUE LUSAKA, ZAMBIA

SUDAN

FLYNN FULLER
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NAIROBI, KENYA

SUBMISSIONS FOR WEST AFRICA REGION PROGRAM (WARP)

CARLEENE DEI
REGIONAL DIRECTOR
USAID MALI
IMMEUBLE DOUTEMBOUGOU
RUE RAYMOND POINCARRE &
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QUARTIER DU FLUEVE
BAMAKO, MALI

VIET NAM

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YEMAN

KAY FREEMAN
USAID/WASHINGTON
1300 PENN. AVE., NE
ROOM 4.09-059
WASHINGTON, DC 20523

Cover Sheet For Submitting Application To Mission

Country:			_
USAID Mission Contact:			_
Address:			
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FY 200)3 "STRENGTHENING	G THE NGO SECTOR	" RFA
USAID/DCHA/PVC has reque			
appropriate USAID Missic			
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to the Missions by cable	. Your partici	pation in the re	view of this
application is critical	and your assista	ance is apprecia	ted.
Questions for PVC should	d be directed to	:	
~			
Tom Kennedy			
Acting Chair, PDM Review	v Committee		
USAID/DCHA/PVC	, сониндесес		
1300 Pennsylvania Avenue	NTW 7 06 100		
Washington, D.C. 20523-7			
(202) 712-5379 or (202)			
E-mail: tkennedy@usaid.	gov		
		_	
Questions for the PVO sh	nould be directed	d to:	

Annex F Sample Work Plan Page 75

	Year 1				Yr 2	Yr 3	Yr 4	Yr 5
Programmatic Interventions	Q1	Q 2	Q3	Q 4				
Activity 1	Х	X	Х					
Activity 2	Х	Х	Х					
Activity 3	Х	X	Х	Х	Х	Х	Х	Х
Activity 4		Х			Х	Х	Х	Х
Activity 5				Х				
Activity 6				Х		Х		

	Year 1				Yr 2	Yr 3	Yr 4	Yr 5
Org. Development, PVO	Q1	Q 2	Q3	Q 4				
Activity 1	Х	Х	Х					
Activity 2	Х	Х	Х					
Activity 3	Х	Х	Х	Х	Х	х	Х	Х
Activity 4		Х			Х	Х	Х	Х
Activity 5				Х				
Activity 6				Х			Х	
	Year 1				Yr 2	Yr 3	Yr 4	Yr 5
Org. Development, Partners	Q1	Q 2	Q3	Q 4				
Activity 1	Х	Х	Х					
Activity 2	Х	Х	Х					
Activity 3	Х	Х	Х	Х	Х	х	Х	Х
Activity 4		Х			Х	х	Х	Х
Activity 5				Х				
Activity 6				Х			х	